

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
						1 8	
2. AMENDMENT/MODIFICATION NO. P00031		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		HPOD		7. ADMINISTERED BY (If other than Item 6) CODE			
HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ABT ASSOCIATES INC. Attn: MARCIA KING 55 WHEELER ST CAMBRIDGE MA 02138-1168				(x)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-17-009			
CODE 043397520		FACILITY CODE		10B. DATED (SEE ITEM 13) 02/14/2017			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				Net Increase:		\$75,050.00	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X		D. OTHER (Specify type of modification and authority) B-5 Local Clause EPA-B-32-101 Limitation of Funds Notice					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
DUNS Number: 043397520							
Max Expire Date: 09/10/2021							
The purpose of this modification is to:							
1. Add funding in the amount of \$75,050.00 to Option Period 3							
2. Add the following team subcontractors to this contract:							
(b)(4)							
The Energy and Resources Institute (TERI)							
Continued ...							
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Genine McElroy			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				ELECTRONIC SIGNATURE		08/16/2019	
				(Signature of Contracting Officer)			

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	EP-W-17-009/P00031	2	8

NAME OF OFFEROR OR CONTRACTOR
ABT ASSOCIATES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The Woodrow Wilson Center</p> <p>All other terms and conditions remain unchanged.</p> <p>CHANGES FOR LINE ITEM NUMBER: 3001</p> <p>Obligated Amount for this Modification: \$75,050.00</p> <p>Incremental Funded Amount changed from \$5,000.00 to \$80,050.00 (Option Period 3)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 19-20-C-26CF000-000FK6XR2-2532-26A6A-1926CFE054-001</p> <p>Beginning FiscalYear 19 Ending Fiscal Year 20 Fund (Appropriation) C Budget Organization 26CF000 Program (PRC) 000FK6XR2 Budget (BOC) 2532 Job # (Site/Project) Cost Organization 26A6A DCN-LineID 1926CFE054-001 Amount: \$15,050.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 19-20-C-53G5-000A46-2505-1953GP9042-001</p> <p>Beginning FiscalYear 19 Ending Fiscal Year 20 Fund (Appropriation) C Budget Organization 53G5 Program (PRC) 000A46 Budget (BOC) 2505 Job # (Site/Project) Cost Organization DCN-LineID 1953GP9042-001 Amount: \$35,000.00</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 19-20-C-26UC000-000FK7XR3-2532-26A6A-1926UCE057-001</p> <p>Beginning FiscalYear 19 Ending Fiscal Year 20 Fund (Appropriation) C Budget Organization 26UC000 Program (PRC) 000FK7XR3 Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
 ABT ASSOCIATES INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Budget (BOC) 2532 Job # (Site/Project) Cost Organization 26A6A DCN-LineID 1926UCE057-001 Amount: \$25,000.00 Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711				

MODIFICATIONS TO THE CONTRACT

1. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (LOCAL EPA-B-32-101) (APR 1984)" has been modified. The text is as follows:

Base Period:

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of **(\$5,300.14)** is allotted to cover the estimated cost and fee. Funding in the amount of **(-\$ (b)(4))** is provided to cover the corresponding increment of estimated cost and **(-\$ (b)(4))** is provided to cover the corresponding increment of estimated fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through the effective period of the contract.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) Recapitulation of Funds

Base Period			
	PREVIOUS		
	AMOUNT	THIS ACTION	NEW AMOUNT
Awarded			
Estimated Cost	\$ (b)(4)		
Fixed Fee			
CPFF	\$1,711,856.00	\$0.00	\$1,711,856.00
Funded			
Estimated Cost	\$ (b)(4)		
Fixed Fee			
CPFF	\$471,356.46	(-\$5,300.14)	\$466,056.32

OPTION PERIOD I:

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount detailed below is allotted for both cost and funds in the amount detailed below, these are allotted to cover the corresponding increment of fixed fee during the base period. The amount allotted for costs is estimated to cover the contractor's performance through September 10, 2019.

Option Period 1 (Mod 21)			
	PREVIOUS		
	AMOUNT	THIS ACTION	NEW AMOUNT
Awarded			
Estimated Cost	\$ (b)(4)		
Fixed Fee			
CPFF	\$3,534,134.00	\$0.00	\$3,534,134.00

Funded			
Estimated Cost	\$ (b)(4)		
Fixed Fee			
CPFF	\$577,069.28	-\$146,329.61	\$430,739.67

NOTE: "Reserved for fee" is calculated using (b)(4) Fixed Fee rate

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) Recapitulation of Funds

OPTION PERIOD II:

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount detailed below is allotted for both cost and funds in the amount detailed below, these are allotted to cover the corresponding increment of fixed fee during the base period. The amount allotted for costs is estimated to cover the contractor's performance through September 10, 2019.

Option Period II (Mod 30)			
	PREVIOUS		
	AMOUNT	THIS ACTION	NEW AMOUNT
Awarded			
Estimated Cost	\$ (b)(4)		
Fixed Fee			
CPFF	\$3,636,235.00	\$0.00	\$3,636,235.00
Funded			
Estimated Cost	\$ (b)(4)		
Fixed Fee			
CPFF	\$1,930,266.88	\$55,308.34	\$1,985,575.22

NOTE: "Reserved for fee" is calculated using (b)(4) Fixed Fee rate

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) Recapitulation of Funds

OPTION PERIOD III:

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount detailed below is allotted for both cost and funds in the amount detailed below, these are allotted to cover the corresponding increment of fixed fee during the base period. The amount allotted for costs is estimated to cover the contractor's performance through September 10, 2019.

Option Period III (Mod 31)			
	PREVIOUS		
	AMOUNT	THIS ACTION	NEW AMOUNT
Awarded			
Estimated Cost	\$ (b)(4)		
Fixed Fee			
CPFF	\$3,741,413.00	\$0.00	\$3,741,413.00
Funded			
Estimated Cost	\$ (b)(4)		
Fixed Fee			
CPFF	\$5000.00	\$75,050.00	\$80,050.00

NOTE: "Reserved for fee" is calculated using $\frac{(b)}{(4)}$ Fixed Fee rate

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) Recapitulation of Funds

I-71 FAR 52.244-2 SUBCONTRACTS. (OCT 2010)

(a) Definitions. As used in this clause-

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

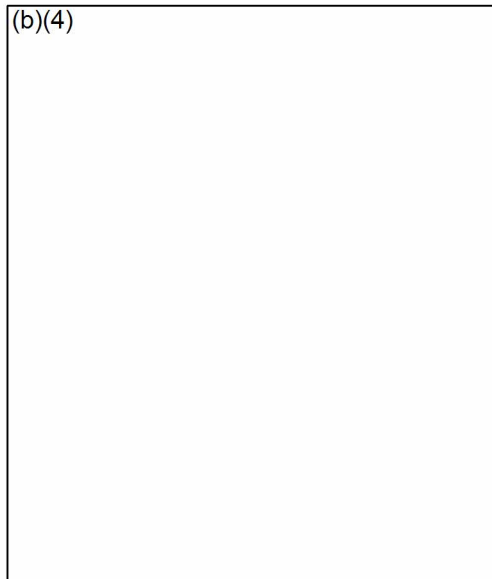
(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(b)(4)



(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c) or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

None

(End of clause)